

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Request for Proposal**Solicitation Number: **RF3031**Due Date: **10/08/02 @ 3:00 P.M.**

Date Sent: September 20, 2002

**Agency Contract**Goods and services to be purchased: **PREV. MAINT. & SERV. FOR EXISTING X-RAY MACHINES AND WALK THROUGH METAL DET.****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No____. If no, enter where produced, etc._____			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

**Solicitation Number: RF3031**

**Due Date: 10/08/02**

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**Vendor Name:**

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PROVIDE PREVENTATIVE MAINTENANCE AND SERVICE FOR EXISTING X-RAY MACHINES AND WALK THROUGH METAL DETECTORS. CONTRACT(S) RESULTING FROM THIS RFP WILL ONLY COVER THOSE X-RAY MACHINES OR METAL DETECTORS THAT ARE NOT CURRENTLY UNDER WARRANTY OR AGENCY CONTRACT. A CURRENT LIST OF MACHINES, THAT ARE COVERED, ARE ATTACHED TO THIS RFP.

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PLEASE PROVIDE PRICING ON THE ATTACHED "COST DATA SHEET".

\*\*\*\*

QUESTIONS REGARDING THE SCOPE OF WORK SHOULD BE DIRECTED TO JANICE ASHBY AT (801)578-3967.

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WITH QUESTIONS REGARDING THE **RFP PROCESS** PLEASE CONTACT ROSEMARY FRENCHWOOD AT (801)538-3147.

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REFERENCE RX#: 020 3-4

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall

be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.state.ut.us](http://www.purchasing.state.ut.us).

(Revision 2/14/2000 - RFP.Instructions)

## **Request for Proposal (RFP)**

### **Preventive Maintenance and Service for X-Ray Machines and Walk Through Metal Detectors**

#### **Purpose and Intent**

The Administrative Office of the Courts is requesting proposals from licensed x-ray technicians to provide preventive maintenance and service for existing x-ray machines and walk-through metal detectors that are currently not under warranty or agency contract. A current list of those machines is attached to this RFP.

#### **Background Information**

The Judicial Branch of Utah State government has purchased x-ray machines and walk-through metal detectors in increasing numbers due to the increased need for security in the past few years. Most of the new machines purchased are under agency contract for maintenance and repair, but there is a need to provide a means for consistent, reliable service to maintain the older machines not covered in the one-year warranty period or agency contract.

#### **Scope of Work**

##### **1. X-ray Machines**

Provide yearly preventative maintenance at each court location on each x-ray machine not on agency contract. Those on agency contract are noted on inventory sheet. That maintenance should include:

- Check x-ray on indicators
- Check all controls elements
- Check all functions
- Check interlock systems
- Check monitor adjustments
- Check picture quality
- Check conveyor belt
- Check jumper rollers
- Check roller bearings
- Check center deviation
- Check lead curtain
- Check x-ray generator alignment
- Clean system surface
- Clean fan filters

Clean light barriers  
Measure x-ray dose at object  
Measure surface leakage  
Measure x-ray tube current  
Check voltage supply  
Check relays  
Check housing covers

2. **Walk-Through Metal Detectors**

Provide yearly preventative maintenance on all walk-through metal detectors at each court location located along the Wasatch Front. Provide preventative maintenance on all other metal detectors located elsewhere in the state of Utah at least once in a two year period. That maintenance should include:

Check calibration  
Check all functions  
Clean system surface  
Clean light barriers

3. **Service**

Provide service for the equipment described on the attached sheet when requested by the customer. Make every effort to respond to service calls at a mutually agreed upon arrival time.

4. **Principal Coverage Period**

Service and maintenance will be provided during the principal period of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise indicated. Service calls requiring immediate repair will be conducted on a 48-hour service basis.

5. **Replacement Parts**

Technician will supply, at customer's expense, necessary parts required to repair the machine(s). Parts will be ordered through the purchasing department of the Administrative Office of the Courts.

6. **Contract Period/Rates**

This contract shall be in effect for two (2) years with the option to renew for three (3) additional years.

7. **Standard Terms and Conditions**

Standard Terms and Conditions of State of Utah contracts will apply, see Attachment A.@

8. **Cover Letter:** To contain the following information:

- C Name of person(s) authorized to represent the Offerer in any negotiations and to sign any contract resulting including, full address, phone number and fax number.
- C Proof of accreditation or certification of training.
- C List of training classes completed.
- C List of equipment capable of servicing.
- C 3 references including contact person and phone numbers of equipment previously serviced.

9. **Award(s) of Contract(s)**

The award(s) of this RFP will be based on the following:

- C Cost of Services (30%)
- C Qualifications of individual(s) to perform the service and maintenance as described above (35%)
- C Reliability of references. (25%)
- C Ability to meet the service needs in a timely manner.(10%)

**Key Dates**

**RPF Due Date & Time:**      October 1, 2002 at 2:00 p.m.

## COST DATA SHEET

**A. Yearly Preventative Maintenance (x-ray machines)** \$ \_\_\_\_\_

**B. Yearly Preventative Maintenance (walk-through metal detectors)** \$ \_\_\_\_\_

### **C. Emergency Service**

The contractor shall be available to provide emergency service, twenty-four (24) hours per day, seven (7) days per week on a time and material basis at the rates listed below. Telephone numbers for business hours and after hours shall be furnished and updated as necessary. Emergency response time with personnel on site shall be 48 hours maximum. List hours required for emergency response: \_\_\_\_\_ hours

Telephone number **during** business hours: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone number **after** business hours: \_\_\_\_\_ Contact: \_\_\_\_\_

### **B. Call-Out Maintenance**

The contractor shall provide repair and maintenance services not covered by the PM program as requested by the owner. Time and material rates to be charged as listed below:

	<b>Emergency</b>	<b>Call-Out Maintenance</b>
<b>Regular hourly rate</b>	\$ _____	\$ _____
<b>Overtime hourly rate</b>	\$ _____	\$ _____
<b>Weekend hourly rate</b>	\$ _____	\$ _____
<b>Holiday hourly rate</b>	\$ _____	\$ _____

Regular weekday working hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Travel time (if applicable) \$ \_\_\_\_\_ per hour

One way mileage charges (if applicable) \$ \_\_\_\_\_ per mile

Standard Response Time: \_\_\_\_\_

## UTAH COURT SECURITY EQUIPMENT

(updated 09/06/02)

LOCATION	EQUIPMENT	BRAND	MODEL #	DATE PURCHASED	WARRANTY INFORMATION
<b>FIRST DISTRICT</b>					
First District Court 43 North Main Brigham City, UT 84302	Walk-through Metal Detector	Checkgate	8000	???	Need coverage
First District Court 140 North 100 West Logan, UT 84321	Walk-through Metal Detector	Garrett		Received used from SLC in 1998	Need coverage
First District Juvenile Court 61 West 100 North Logan, UT 84321	Walk-through Metal Detector	Checkgate		???	Need coverage
<b>SECOND DISTRICT</b>					
Second District Court 2525 Grant Avenue Ogden, UT 84401	X-ray Machine	EG&G	Linescan 222	March 1997	Need coverage
Second District Court 2525 Grant Avenue Ogden, UT 84401	Walk-through Metal Detector	Garrett	6500	February 2002	Under 1 year warranty



Second District Court 2525 Grant Avenue Ogden, UT 84401	Walk-through Metal Detector	Garrett	CS5000	???	Need coverage
Second District Court 5051 South 1900 West Roy, UT 84067	Walk-through Metal Detector	Checkgate-PC	PD140	???	Need coverage
Second District Court 425 N. Wasatch Layton, UT 84401	X-ray Machine	Heimann	5030S	July 2001	Maintenance Contract in Place
Second District Court 425 N. Wasatch Layton, UT 84401	Walk-through Metal Detector	Garrett	PD6500	Feb 2002	Under 1 year warranty
Second District Court 800 West State Street Farmington, UT 84025	X-ray Machine	Heimann	5030	Oct 2000	Maintenance Contract in Place
Second District Court 800 West State Street Farmington, UT 84025	Walk-through Metal Detector	Garrett	PD6500	Feb 2002	Under 1 year warranty
Second District Court 800 West State Street Farmington, UT 84025	Walk-through Metal Detector	Intelliscan	12000	1998	Need coverage
Second District Court 805 South Main Bountiful, UT 84010	Walk-through Metal Detector	Garrett	PD6500	Feb 2002	Under 1 year warranty

2 <sup>nd</sup> District Juvenile Court 444 26 <sup>th</sup> Street Ogden, UT 84401	X-ray Machine	PerkinElmer Instruments	SYS222S	June 2000	Need coverage
2 <sup>nd</sup> District Juvenile Court 444 26 <sup>th</sup> Street Ogden, UT 84401	Walk-through Metal Detector	Checkgate PC	8000	???	Need coverage
<b>THIRD DISTRICT</b>					
Third District Court 450 South State Street Salt Lake City, UT 84111	X-ray Machine	Heimann	6040i M	Dec 2000	Maintenance Contract in Place
Third District Court 450 South State Street Salt Lake City, UT 84111	X-ray Machine	Rapiscan		June 2002	Under 1 year warranty
Third District Court 450 South State Street Salt Lake City, UT 84111	X-ray Machine	Intelliscan Linescan 222	SYS222	June 1996	Need Coverage
Third District Court 450 South State Street Salt Lake City, UT 84111	X-ray Machine	EG&G		1998	Need Coverage
Third District Court 450 South State Street Salt Lake City, UT 84111	Walk-through Metal Detector	Ranger	Intelliscan 1200	1998	Need Coverage
Third District Court 450 South State Street Salt Lake City, UT 84111	Walk-through Metal Detector	Ranger	Intelliscan 1200	1998	Need Coverage

Third District Court 450 South State Street Salt Lake City, UT 84111	Walk-through Metal Detector	Ranger	Intelliscan 1200	1998	Need Coverage
Third District Court 5022 South State Street Murray, UT 84107	X-ray Machine	Intelliscan Linescan 222	SYS222	May 1997	Need Coverage
Third District Court 5022 South State Street Murray, UT 84107	Walk-through Metal Detector	Garrett	CS5000	???	Need Coverage
Third District Court 3636 Constitution Blvd West Valley City, UT 84119	X-ray Machine	Intelliscan Linescan 215	SYS215	????	Need Coverage
Third District Court 3636 Constitution Blvd West Valley City, UT 84119	Walk-through Metal Detector	Garrett	CS5000	????	Need Coverage
Third District Court 210 West 10000 South Sandy, UT 84070	X-ray Machine	Heimann	5030S	2001	Under 1 year warranty
Third District Court 210 West 10000 South Sandy, UT 84070	Walk-through Metal Detector	Garrett	CS5000	???	Need Coverage
Third District Court 6300 N Silver Creek Road Park City, UT 84098	X-ray Machine	Heimann	5030S	January 2002	Under 1 year warranty

Third District Court 6300 N Silver Creek Road Park City, UT 84098	Walk-through Metal Detector	Garrett	CS6500	May 2001	Need Coverage
Third District Court 47 South Main Street Tooele, UT 84074	X-ray Machine	Heimann	5030S	Nov 2001	Under 1 year warranty
Third District Court 47 South Main Street Tooele, UT 84074	Walk-through Metal Detector	Garrett	PD6500	Feb 2002	Under 1 year warranty
<b>FOURTH DISTRICT</b>					
Fourth District Court 765 S Highway 99 Fillmore, UT 84631	Walk-through Metal Detector	Metor Shadow		???	Need Coverage
Fourth District Court 1361 S Highway 40 Heber City, UT 84032	Walk-through Metal Detector	Metorex	Metor-160	March 2000	Need Coverage
Fourth District Court 160 North Main Nephi, UT 84648	Walk-through Metal Detector	Garrett	PD6500	???	Need Coverage
Fourth District Court 40 South Main Street Spanish Fork, UT 84660	Walk-through Metal Detector	CheckGate PC	8001-P	???	Need Coverage
Fourth District Court 97 East Center Orem, UT 84057	Walk-through Metal Detector	Garrett	CS5000	???	Need Coverage

Fourth District Court 125 North 100 West Provo, UT 84601	X-ray Machine	Heimann	PS5030	Oct 2000	Maintenance Contract in Place
Fourth District Court 125 North 100 West Provo, UT 84601	Walk-through Metal Detector	Garrett	CS5000	???	Need Coverage
4 <sup>th</sup> District Juvenile Court 2021 South State Street Provo, UT 84606	Walk-through Metal Detector	Garrett	PD6500	Feb 2002	Under 1 year warranty
<b>FIFTH DISTRICT</b>					
Fifth District Court 40 North 100 East Cedar City, UT 84720	Walk -through Metal Detector	Garrett	CS5000	Mar 1998	Need Coverage
Fifth District Court 68 South 100 East Parowan, UT 84761	Walk-through Metal Detector	Garrett	PD6500	May 2002	Under 1 year warranty
Fifth District Court 220 North 200 East St. George, UT 84770	X-ray Machine	Heimann	PS5030S	October 2000	Maintenance Contract in Place
Fifth District Court 220 North 200 East St. George, UT 84770	Walk-through Metal Detector	Garrett	PD6500	May 2002	Under 1 year warranty
<b>SIXTH DISTRICT</b>					

Sixth District Court 895 East 300 North Richfield, UT 84701	X-ray Machine	Heimann	PS5030S	2001	Under 1 year warranty
Sixth District Court 895 East 300 North Richfield, UT 84701	Walk-through Metal Detector	Garrett	PD6500	May 2002	Under 1 year warranty
Sixth District Court 76 North Main Street Kanab, UT 84741	Walk-through Metal Detector	Garrett Magnascanner	CS5000	???	Need Coverage
<b>SEVENTH DISTRICT</b>					
Seventh District Court 149 East 100 South Price, UT 84501	Walk-through Metal Detector	Garrett	CS5000	???	Need Coverage
Seventh District Court 95 East Main Street Castle Dale, UT 84513	Walk-through Metal Detector	Garrett	MT5500	June 1999	Need coverage
Seventh District Court 125 East Center Street Moab, UT 84532	Walk-through Metal Detector	Garrett	PD6500		Under 1 year warranty
Seventh District Court 297 South Main Monticello, UT 84535	Walk-through Metal Detector	Garrett	MT5500	June 1999	Need coverage
<b>EIGHTH DISTRICT</b>					

Eighth District Court 920 East Highway 40 Vernal, UT 84078	X-ray Machine	Heimann	5030S	Nov 2001	Under 1 year warranty
Eighth District Court 920 East Highway 40 Vernal, UT 84078	Walk-through Metal Detector	Garrett	PD6500	October 2001	Under 1 year warranty
Eighth District Court 255 South State Street Roosevelt, UT 84066	Walk-through Metal Detector	Garrett	CS5000	???	Need coverage
Eighth District Court 21554 West 9000 South Duchesne, UT 84021	Walk-through Metal Detector	Garrett	CS5000	???	Need coverage
Eighth District Court 95 North 1 <sup>st</sup> West Manilla, UT 84046	Walk-through Metal Detector	Garrett	CS5000	???	Need coverage

security.crt

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)